

REMARKS

Applicants have thoroughly considered the April 21, 2006 Office action and respectfully request reconsideration of the application as amended. By this Amendment, claims 1, 5-6, 10-11, 15-16, 19-20, 23-24, and 27 have been amended to more clearly set forth the invention. Claims 1-27 are presented in the application for further examination. Applicants respectfully request favorable reconsideration of the application in light of the amendments and following remarks.

Claims 1-27 stand rejected under 35 U.S.C. §102(b) as being anticipated by SealedMedia, "Software Developer's Kit, 2002" ("SealedMedia reference"). Applicants respectfully argue that the SealedMedia reference fails to teach or suggest each and every feature of the claimed invention as set forth in the amended claims.

Amended claim 1 recites "...identifying one or more rights management protections associated with **content of the electronic document**, said rights management protections being defined by the persisted policy scheme...; determining whether the **content of the electronic document** has exceeded the rights management protections defined by the persisted policy scheme; and if the **content of the electronic document** has exceeded the rights management protections, replacing a portion of the content of the electronic document with an indicating piece of data such that the content of the electronic document is modified; **and permitting use of the modified content of the electronic document in accordance with the obtained use license.**"

Applicants submit that the SealedMedia reference teaches away from the claimed invention and does not teach or suggest each and every element of the claimed invention. As an overview, Applicants submit that the SealedMedia reference discloses a system that defines "access rights to the sealed content that belongs to a given content set" (SealedMedia reference, page 5. See also Figure 2 of page 8). In other words, access to the sealed content set is controlled or restricted by the license, and such license is given to users. However, the content itself is only sealed and is not subjected to expiration, deletion, update, or other restrictions or protections. In fact, a license does not correspond to any particular content file; a license

corresponds to a content set which may include no content or one or more content files in one or more categories¹.

To the contrary, embodiments of the invention disclose rights management protections of **the content of the electronic document**, not merely the license to access a document, which is independent of granting a license for access to the content of the electronic document. Consequently, inasmuch as amended claim 1 discloses “determining whether the **content of the electronic document** has exceeded the rights management protections”, nowhere does the ScaledMedia reference disclose or suggest that the content set would exceed the rights management protections. The ScaledMedia reference teaches or suggests that the “license”, not the content set, may expire (see more detail of Validity and expiry on page 14 of the ScaledMedia reference). In addition, even the metadata sealed in with the content set fails to disclose or suggest a separate rights protection scheme other than the license corresponding to the content set.

To further illustrate the fundamental distinction between the ScaledMedia reference and the claimed invention, a user with a valid license is permitted to access a sealed content set, which may include one or more content files or categories. In other words, the license controls the access to the sealed content set.

On the other hand, embodiments of the invention as claimed in amended claim 1 would require not only a valid, unexpired license (which was pre-licensed for the user), but it also requires a valid content that is not expired or exceeds rights management protections. In other words, even with a valid license, if the content of the electronic document exceeds the rights management protections, the user still could not access the content of the electronic document.

Furthermore, the ScaledMedia reference fails to teach the feature of “replacing a portion of the **content of the electronic document** with an indicating piece of data such that the content of the electronic document is modified...”. Applicants disagree with the Office action that the Default URL would be replaced (Office action, line 2) because nowhere does the ScaledMedia reference disclose or suggest replacing portions of the sealed content set. In fact, Applicants believe the Office action is referring to a “status

¹ “When content is sealed, it is sealed with a specific content set code and category code and is said to belong to that category. When the administrators of a publisher license content, **they are licensing the content that belongs to the licensed content set and category, not the content itself**, effecting a total separation of rights and content. Not that it is therefore possible to license a content set or category in which there is no sealed content (emphasis added).” (Page 6)

page” explaining why a sealed content could not be rendered due to an “invalid license”. This “status page” is not a portion of the content of the electronic document because it describes the lack of access to the content due to an “invalid license”. That status page is not a portion of the content because the content is sealed and with an invalid license, no access to the sealed content set is permitted. Moreover, the SealedMedia reference specifically teaches that, even with the “time-based licensing options”², the content itself is not subjected to rights management protections because the timestamp sealed in with the content is only “useful if you want to create licenses that grant access depending on the age of the content” (emphasis added) (SealedMedia reference, Page 10, box 7).

Therefore, for at least the reasons above, Applicants submit that amended claim 1 is distinguishable over the cited art. Dependent claims 2 to 4 include additional features to claim 1 and are also patentable over the cited art. Therefore, Applicants request the rejection of claims 1-4 under 35 U.S.C. §102(b) be withdrawn.

Similarly, claims 5, 16, and 19 stand rejected for the reasons set forth in the rejection of claim 1 in the Office action. In this regard, amended claims 5, 16, and 19 recite features including “...to replace a portion of the **content of the electronic document** with an indicating piece of data such that the content of the electronic document is modified; and **permitting use of the modified content of the electronic document in accordance with the obtained use license.**” Therefore, Applicants believe claims 5, 16, and 19, as well as dependent claims 17 to 18, are also patentable over the cited art. Hence, the rejection of claims 5, 16 to 19 under 35 U.S.C. §102(b) should also be withdrawn.

Amended independent claim 6 recites, in part, “identifying one or more rights management protections associated with **content of the electronic document**, said rights management protections being defined by the persisted policy scheme...; determining whether the **content of the electronic document** has exceeded the rights management protections defined by the persisted policy scheme; and if the **content of the electronic document** has exceeded the rights management protections, **deleting** the content of the electronic document such that the content of the electronic document is unavailable **for use in accordance with the obtained use license**”. The SealedMedia reference fails to disclose or suggest the content of the

² Validity = (time point >= start time) AND (time point <= stop time). (SealedMedia reference, p. 12).

electronic document being defined by the rights management protections, not just having a license for user access.

Moreover, the SealedMedia reference requires that a license to be associated with the content set, not the content file itself. Therefore, the SealedMedia reference teaches away from deleting the content of the electronic document itself since the SealedMedia reference is silent as to *deleting* the content of the electronic document. The SealedMedia reference specifically teaches that: “Warning! Do not delete a content set if you have already released content that is sealed against that content set... If you delete a content set from the server, all the cryptographic data used to seal and unseal content belonging to it will be irretrievably deleted from the server” (SealedMedia reference, page 10). As such, the SealedMedia reference cannot anticipate embodiments of the invention as recited by amended claim 6. Claims 7-9 depend from claim 6 and provide additional features to claim 6. As such, the rejection of claims 6-9 under 35 U.S.C. §102(b) should be withdrawn.

Claims 10, 20, and 23 recite similar features as claim 6 and, for at least the same reasons of claim 6, are patentable over the cited art. Therefore, the rejection of claims 10, and 20-23 under 35 U.S.C. §102(b) should be withdrawn.

Furthermore, amended claim 11 recites “identifying one or more rights management protections associated with the **content of the electronic document**, said rights management protections defining an expiration according to the persisted policy scheme; pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme, **said use license granting access to the content of the electronic document**; determining whether the **content of the electronic document** has exceeded an expiration of the rights management protections defined by the persisted policy scheme; and if the **content of the electronic document** has exceeded the expiration of the rights management protections, replacing a portion of the content of the electronic document with a **refreshed copy** of the portion of the content of the electronic document such that the electronic document maintains the rights management protections **even though the user is pre-licensed to access the original content of the electronic document in accordance with the obtained use license.**”

As argued above, the ScaledMedia reference merely suggests that after the expiration of a license, a user does not have access to the sealed document. The content is not protected by any means, and the user can always manually purchase an additional license to access the sealed content. Nowhere does the ScaledMedia reference disclose or suggest that the sealed content may be expired or exceed a rights management protection. Furthermore, the ScaledMedia fails to disclose or suggest that the expired sealed content may be replaced automatically with a refreshed copy of the portion of the content of the electronic document such that the electronic document maintains the rights management protections. In fact, the ScaledMedia reference specifically teaches away from re-creating the content set under the original sealed content set:

“If you re-create the content set on the server, using the same name, etc. it will have a **different** set of cryptographic keys, so if the Unsealer requests a license for content sealed against the **old** content set, it will retrieve the new, incorrect keys...” (emphasis in original) (ScaledMedia reference, page 11).

As such, Applicants argue that the ScaledMedia reference cannot anticipate embodiments of the invention as recited by amended claim 11 and its dependent claims 12-14. Therefore, rejection of claims 11-14 under 35 U.S.C. §102(b) should be withdrawn.

Claims 15, 24, and 27 recite similar features as claim 11 and, for at least the same reasons of claim 11, are patentable over the cited art. Therefore, the rejection of claims 15, 24, 27, and their corresponding dependent claims 25 and 26, under 35 U.S.C. §102(b) should be withdrawn.

In view of the foregoing, applicants submit that amended independent claims 1-27 are allowable over the cited art.

It is felt that a full and complete response has been made to the Office action and, as such, places the application in condition for allowance. Such allowance is hereby respectfully requested. Although the prior art made of record and not relied upon may be considered pertinent to the disclosure, none of these references anticipates or makes obvious the recited invention. The fact that Applicants may not have specifically traversed any particular assertion by the Office should not be construed as indicating Applicants' agreement therewith.

The Applicants wish to expedite prosecution of this application. If the Examiner deems the claims as amended to not be in condition for allowance, the Examiner is invited and encouraged to telephone the undersigned to discuss making an Examiner's amendment to place the claims in condition for allowance.

Applicants do not believe a fee is due. If, however, the Commissioner determines otherwise, other deficient fees may be charged during the entire pendency of this application to Deposit Account No. 19-1345.

Respectfully submitted,

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